

CITY COUNCIL

CHRISTINE M. JOHNSON
At-Large

VACANT
First Ward

JAMES KOLE
First Ward

KYLA CLARK
Second Ward

JEFFREY W. MILLS
Second Ward

Council meets second and fourth
Mondays of each month.



MAYOR AND CITY COUNCIL OF LAUREL

8103 Sandy Spring Road
Laurel, Maryland 20707-2502

KEITH R. SYDNOR
Mayor

CHRISTIAN L. PULLEY, CPM
City Administrator

JOANNE HALL BARR
Deputy City Administrator

STEPHANIE P. ANDERSON
City Solicitor

SARA A. GREEN, CPM, CMC
City Clerk

(301) 725-5300

www.cityoflaurel.org

**WORK SESSION
MAYOR AND CITY COUNCIL OF LAUREL
MONDAY, JUNE 5, 2024
6:00 PM
VIRTUAL MEETING VIA ZOOM
MINUTES**

The work session convened via Zoom at approximately 6:00 pm with Council President James Kole presiding. Councilwoman Kyla Clark, Councilwoman Christine M. Johnson, Councilman Jeffrey W. Mills, and Keith R. Sydnor, Mayor were present. There were four (4) members of the public on the Zoom meeting.

The following staff members were also present: Christian L. Pulley, CPM, City Administrator, Joanne Hall Barr, Deputy City Administrator, Sara A. Green, CPM, CMC, City Clerk, Ana R. Navarro, MMC, Executive Assistant to the Mayor, James Cornwell-Shiel, Director, Department of Information Technology, Chief Russell Hamill, LPD, Tim Miller, Director, Department of Public Works, S. Michele Saylor, Director, Department of Budget and Personnel Services, Melissa Klinger, Human Resources Officer, Department of Budget and Personnel Services, Deputy Chief Mark Plazinski, Tommy Helms, Department of Public Works, and Stephanie P. Anderson, City Solicitor. Also present were Stephen Silvestri, Esquire, Jackson Lewis Law Firm and Alana Glover, Esquire, Jackson Lewis Law Firm, Representing the City of Laurel in the Department of Public Works Collective Bargaining matter.

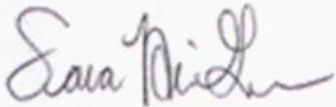
Agenda Item No. 2 was Resolution No. 3-2024- A Resolution of the Mayor and City Council of Laurel, Maryland for the Purpose of Approving an Agreement Between the City of Laurel and the United Food and Commercial Workers, Local 1994. Ms. Christian L. Pulley, CPM, City Administrator presented the proposed resolution that would approve the collective bargaining agreement of the City and the Union for the Department of Public Works employees covering the period of July 1, 2024 through June 30, 2027 and authorize the Mayor to execute the Agreement on behalf of the City. Mayor Sydnor noted that the signature of Mr. Gino Renne, President, UFCW Local 1994 on the Agreement appeared to be electronic and that he believed Mr. Renne or someone authorized to sign for the Union would need to be present at the June 10, 2024 in-person Mayor and City Council meeting to sign the final agreement. City Solicitor Anderson agreed that Mr. Renne or someone authorized to bind the Union would need to sign the agreement.

The Council agreed that Resolution No. 3-2024 would be introduced and the first public hearing held at the regular meeting of the Mayor and City Council scheduled for Monday, June 10, 2024. Additionally, President Kole noted that he would be requesting that the Council suspend the rules and approve the agreement at the June 10, 2024 meeting because there would not be a second meeting scheduled in June due to the Maryland Municipal League (MML) Summer Conference.

There being no further business the meeting was adjourned at approximately 6:16 pm.

Approved:

Date: July 22, 2024

A handwritten signature in dark ink, appearing to read "Sara A. Green". The signature is fluid and cursive, with the first name "Sara" being more prominent than the last name "Green".

Sara A. Green, CPM, CMC
City Clerk

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Mayor and City Council Work Session

Wednesday, June 5, 2024

6:00 PM

Agenda

VIRTUAL ZOOM MEETING

Watch the meeting on Laurel TV streaming live in your web browser at
<https://laureltv.org/watch-live> or locally Laurel TV can be found on Comcast Channel 996 (HD),
71 (SD) or Verizon FiOS Channel 12.

*Contact the Clerk for Zoom information at clerk@laurel.md.us no later than 2:00
pm the day of the meeting.*

1. Call to Order - James Kole, President
2. Resolution No. 3-2024- A resolution of the Mayor and City Council of Laurel, Maryland for the Purpose of Approving an Agreement Between the City of Laurel and the United Food and Commercial Workers, Local 1994
3. Adjournment

Mayor and City Council Attendance Record

Work Session

June 5, 2024 6:00 pm Virtual

Call to Order: 6:00 PM

Meeting Ended: 6:16 pm Members of the Public: 4

☒ Christian L Pulley ☒ Joanne Barr ☒ Ana Navarro ☒ Bill Bailey ☒ Chrissy Cornwell ☒ Natalie Williams

☒ James Cornwell-Shiel ☒ Tim Miller ☒ Chief Russell Hamill ☒ S. Michele Saylor ☒ Danny Selby

☒ Stephanie Anderson ☒ Mark Plazinski ☒ Monta Burrough, Acting Director, ECD + Stephen Silvestri, ESQ.
Jackson-Lewis Law Firm
Alana Grover, ESQ.
Jackson-Lewis Law Firm

Roll Call

☒ Councilwoman Johnson ☒ Councilman Mills ☒ Councilwoman Clark

☒ President Kole ☒ Mayor Sydnor



CITY OF LAUREL, MARYLAND

RESOLUTION NO. 3-2024

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF LAUREL, MARYLAND FOR THE PURPOSE OF APPROVING AN AGREEMENT BETWEEN THE CITY OF LAUREL AND THE UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994.

Sponsored by the President on behalf of the Administration.

WHEREAS, the Mayor and City Council of Laurel, Maryland, and the United Food and Commercial Workers, Local 1994 (the Union or Employee Organization") wish to promote harmonious relations between the City and the Union to establish an equitable procedure for resolving differences, and to establish certain conditions of employment for certain Department of Public Works employees; and

WHEREAS, the Mayor and City Council of Laurel, Maryland held an impasse hearing on April 1, 2024, to resolve economic proposal disputes between the bargaining teams; and

WHEREAS, the Mayor and City Council of Laurel, Maryland, and the Union have reached agreement regarding the terms and conditions to accomplish the stated goals; and

WHEREAS, on April 18, 2024, the Union held its ratification meeting, and 18 members of the union membership, agreed to approve the Agreement; and

WHEREAS, these terms and conditions shall be contained in an Agreement between the Mayor and City Council of Laurel, Maryland, and the Union covering the period of July 1, 2024, through June 30, 2027, and incorporated herein by reference; and

WHEREAS, the Mayor and City Council of Laurel, Maryland have determined that the terms and conditions of the Agreement are acceptable, and are in the best interests of the City; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Laurel, Maryland, that the Agreement is approved, and the Mayor is authorized to execute the Agreement on behalf of the City; and

AND, BE IT FURTHER RESOLVED, that this Resolution shall become effective on July 1, 2024.

ADOPTED this _____ day of _____, 2024.

EFFECTIVE DATE: July 1, 2024

ATTEST:

SARA A. GREEN, CPM, CMC
City Clerk

JAMES KOLE
President of the City Council

APPROVED this ____ day of ____ 2024.

KEITH R. SYDNOR
Mayor



**MAYOR AND CITY COUNCIL OF LAUREL
OFFICE OF THE CITY ADMINISTRATOR**

8103 Sandy Spring Road • Laurel, Maryland 20707 (301) 725-5300 extension 2242

<http://www.cityoflaurel.org> • email – CAdmin@laurel.md.us Fax (301) 490-5068

April 30, 2024

MEMORANDUM

TO: Keith R. Sydnor, Mayor
City of Laurel Councilmembers
FROM: Christian L. Pulley, CPM, City Administrator
SUBJ: Collective Bargaining Agreement for Certain
Dept. of Public Works Employees

I am pleased to present you with an overview of the Collective Bargaining Agreement (hereinafter referred to as "the Agreement") negotiations held between the City of Laurel and United Food and Commercial Workers (UFCW), Local 1194 (hereinafter referred to as "the Union").

A notice of demand by the Union to commence negotiations for the City's first agreement between parties was received on November 13, 2023. The City was represented by Jackson Lewis P.C.; Mr. John Barry and Mr. John Kilker of UFCW represented the Union, and they did not have legal representation.

There was a total of seven (7) In-Person Bargaining Sessions held between the Parties. The Bargaining Sessions were held on December 14, 2023; on January 11, 18, and 25, 2024; and on February 1, 8, and 15, 2024. Final proposals of the Parties were passed at the February 15, 2024, Bargaining Session. In addition to the Bargaining Sessions, the Union made several written requests for information related to the bargaining. The City provided the information requested by the Union. The Parties agreed on all non-economic language to be included in the first CBA on February 1, 2024. However, additional Bargaining Sessions were held to try and agree on economic proposals. However, the Parties were not able to come to an agreement, therefore Impasse was declared on February 22, 2024.

An Impasse hearing was held by the Mayor and City Council on April 1, 2024, to hear presentations on disputed economic proposals by the Parties and decide if they would find in favor of the Employer at a 5% total wage increase or the Union/Employee Organization at a 9.5% total wage increase. The City Council voted with four (4) yes votes and one (1) abstention to approve the Employer proposal of a 5% total wage increase. The Mayor concurred with the decision of the City Council.

On April 18, 2024, the Union held a ratification meeting to share the Agreement with their members. Present at the meeting were 18 Union members and the Agreement was approved by a unanimous vote of all the membership present. There are currently 27 members in the Union for the Department of Public Works.

Finally, I am excited to announce that over the course of the year, there have been nine (9) promotions conferred upon employees within the Department of Public Works. Please find attached, for your review, an agreement synopsis that provides a brief explanation of critical Articles within the Agreement, the Impasse Hearing Decision, the Agreement and the Draft Resolution.

Cc: Mrs. Joanne Barr, Deputy City Administrator
Mrs. Lisa Woods, Deputy Director
Ms. Melissa Klinger, Human Resource Officer

Attachments



CITY OF LAUREL, MARYLAND

ORDINANCE 2017, Sec 13-13(c) – IMPASSE HEARING

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994

And

THE CITY OF LAUREL, MARYLAND

DECISION

INTRODUCTION

The Mayor and City Council of Laurel, Maryland are called on to decide on the disputed issues between the United Food and Commercial Workers, Local 1994 (the "Union or Employee Organization") and the City of Laurel, Maryland (the "City or Employer") collectively the "Parties" pursuant to the Impasse Notice dated February 22, 2024.

Pursuant to Ordinance No. 2017, Section 13-13 (c), once an impasse is declared, the Mayor and City Council are required to hold a hearing on all matters in dispute as presented by the Parties. The presentations of the Parties were submitted to the Clerk to the City of Laurel on March 25, 2024. A hearing was held on April 1, 2024, by the Mayor and City Council in closed session. At the conclusion of the presentations of the Union and the City, the Mayor and City Council conducted deliberations on the disputed items. After deliberation, the Mayor and City Council convened in open session and voted favorably to approve the City's final proposal presented to the Union on February 15, 2024.

FACTUAL BACKGROUND

Prior to the declaration of impasse, there were a total of seven (7) in-person bargaining sessions held between the Parties. The bargaining sessions were held on December 14, 2023; on January 11, 18, and 25, 2024 and on February 1, 8, and 15, 2024. Final proposals of the Parties were passed on at the February 15, 2024 bargaining session. In addition to the bargaining sessions, the Union made several written requests for information related to the bargaining. The City provided the information requested by the Union.

The Parties reached tentative agreements on certain issues subject to ratification by the members of the Union and the Mayor and City Council upon agreement of the entire Collective Bargaining Agreement ("CBA"). By the February 1, 2024, meeting, the Parties had tentatively agreed on all non-economic language to be included in the first CBA.

The Union's first proposal on wages was submitted on February 1, 2024. The City noted that the proposal contained mistakes. The Union submitted by email a corrected proposal to the

City on February 2, 2024. The Union demanded a three-year agreement with the City paying a 6.0% pay increase on July 1, of each year of the contract and a 3.5% step increase each year up to year twenty (20) for a proposed three (3) year contract. The Union also submitted additional economic demands.

The City's Director of Budget and Personnel Services analyzed the Union's proposal and determined the Union's demand on wage increases only, would increase the City's annual cost of straight time pay from \$1,909,067.68 to \$2,844,328.40 an increase of \$935,260.72 or 48.99%.

At the February 8, 2024, bargaining session, the City passed a full economic counter proposal to the Union. The City proposed a three-year (3) agreement with 2.5% step increase, and a 2.5% annual increase in each year of the Agreement. The City further proposed a contract retaining all of the same benefits, pension, health insurance, and longevity increases the employees currently have.

The City bargaining committee also pointed to the fact that in FY 2023, the City provided an 18% increase to each employee in the bargaining unit.

To demonstrate the reasonableness of its proposal, the City provided current pay scales for the same or similar classifications as are in the bargaining unit from Greenbelt, Bowie, and Hyattsville.

On February 8, 2024, the City requested that the Union come to the scheduled bargaining session on February 15, 2024, two hours early and prepared to conclude negotiations and that the parties remain at the meeting until the Parties reached an agreement.

On February 15, 2024, the Union submitted a response to the City's proposal less than two hours before the final bargaining session. Although, the City had requested the proposal be submitted a day earlier to allow time for review. The City delayed the start of the bargaining session to allow time for its review and to provide a response to the Union.

The proposal submitted by the Union on February 15, 2024, increased its demand for an annual pay increase from 6.0% to 6.5% and reduced its 3.5% step increase to 3.0% for the proposed term of the three (3) year contract. The Union demand would increase the cost of straight time pay alone by \$809,672.00 or 42%. The Union also proposed additional paid days off. The proposal would increase costs by \$47,010.33 per year.

At the February 15, 2024, bargaining session, the City informed the Union that its second passed proposal was still fiscally irresponsible. The City also informed the Union that it failed to consider the cost of its proposal and comparable pay at other municipalities and that its current demand was unreasonable. The Union indicated that it would not change its proposal and the bargaining session ended with the Parties at impasse.

On February 22, 2024, the City submitted a formal letter to the Union noting that the parties were at impasse and must proceed with the Impasse Procedure outlined in Section 13-13 (b) of Ordinance No. 2017.

DISCUSSION

Factors Considered

Pursuant to Ordinance No. 2017, 13-13 (c) the Mayor and City Council may take into consideration any factors it considers significant to reaching the determination, including but not limited to the following factors: a) Wages, benefits and other working conditions of other local government employees employed in bargaining units of similar employees in other municipal or county agencies of similar size and demographics; b) the values of other benefits available to or received by City employees; c) Cost of Living information; or d) the availability of funds.

During, the hearing on April 1, 2024, the Mayor and City Council heard the presentations from the Union and the City on the disputed issues. Following the presentations, Council Members asked questions of the Union regarding wages of employees employed in bargaining units of similar employees in other municipalities. Additionally, there was discussion on the 18% wage increase in Fiscal Year 2023 by every employee in the bargaining unit and whether this wage increase was considered with respect to the wage demands made by the Union during negotiations.

Final Proposals

The Mayor and City Council reviewed the proposals offered by the City and the Union during the bargaining sessions and found that the negotiation session held on February 15, 2024, produced the last offer on wages and other economic demands from the City and from the Union prior to the Parties reaching impasse. Under Ordinance No 2017, Section 13-13 (b), the parties were required to reach an agreement on the terms of the Collective Bargaining Agreement no later than February 1, 2024. However, two additional bargaining sessions were held on February 8, 2024 and February 15, 2024 demonstrating a desire by the Parties to reach an agreement on wages and other economic demands. The Union presented in its March 25, 2024, submission to the City Clerk and during the hearing on April 1, 2024, a proposal with the City paying 5.0% pay increase on July 1, of each year of the contract and a 2.5% step increase each year up to year twenty (20) for a proposed three (3) year contract. However, this new proposal was never submitted to the City for consideration. The Mayor and City Council did not think it was proper to insert itself in the negotiations of the Parties by bridging the gap between the Parties and coming up with a compromise decision. Consequently, the Mayor and City Council did not view this Union proposal as a valid option for decision and only considered the proposals of each party submitted as of February 15, 2024.

DECISION

The matter before the Mayor and Council was to decide if they would find in favor of the Employer at a 5% total wage increase or the Employee Organization at a 9.5% total wage increase. The City Council voted with four (4) yes votes and one (1) abstention to approve

the Employer proposal of a 5% total wage increase. The Mayor concurred with the decision of the City Council.

ATTEST:

SARA A. GREEN, CPM, CMC
City Clerk

JAMES KOLE
President of the City Council

APPROVED this ____ day of _____, 2024.

KEITH R. SYDNOR
Mayor

CITY OF LAUREL – MCGEO LOCAL 1994
Collective Bargaining Agreement Summary (Key Articles)
Term of Agreement – Three Years

➤ **Article 6 – Labor Management Relations Committee (LMRC)**

- Parties agree to establish a Labor Management Relations Committee (LMRC). The LMRC will meet three (3) times in each calendar year (once each four months) or once each six (6) months unless otherwise mutually agreed to. The LMRC will include three members each of the Union and City who shall be chosen by the respective Parties.

➤ **Article 7 – Safety and Health**

- Section 2 – Uniforms, Tools and Safety Equipment.
 - Laborers, Equipment Operators and Crew Leaders who have completed their probationary period will receive an additional three (3) sets of uniforms (long sleeve shirts, short sleeve shirts and reflective pants). Totaling eight (8) sets of the above.
 - Maintenance Division Employees will receive two additional two (2) long sleeve shirts, short sleeve shirts and reflective pants in addition to the official Maintenance Division uniforms that they currently receive. Totaling seven (7) sets of the above.
- Section 3 – Excessive Heat Policies and Procedures
 - With respect to days of excessive heat as defined in COMAR, The City shall comply with Section 09.12.32 of the Code of Maryland Regulations including such amendments as are made by the State during the term of this Agreement.

➤ **Article 15 – Grievance Procedure**

- Section 1 – Definition of Grievance
 - Except as otherwise provided in this Agreement, a grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement. Grievances must be presented within ten (10) working days after the date of their occurrence.
- Section 2 – Procedure
 - **Step 1 — Immediate Supervisor:** If a grievance has been presented as set forth above, the Union Steward, with the Grievant, shall discuss the grievance or dispute with the Grievant's immediate Supervisor.

- **Step 2 — Department Director:** If after Step 1, the grievance has not been satisfactorily resolved, the Union may file a written appeal, with the Department Director, within ten (10) working days after the immediate Supervisor's response is received by the Grievant.
- **Step 3 — Designated Representative:** If after Step 2, the grievance has not been satisfactorily resolved, the Union may file a written appeal with the Deputy City Administrator or designee (copied to the Department Director), within ten (10) working days after the Department Director's response. The Deputy City Administrator shall conduct a hearing with the grievant and respond in writing to the Grievant and Department Director within ten (10) working days after the Step 3 hearing.
- **Mediation Step:** If after Step 3, the grievance has not been resolved, the Parties shall schedule a mediation meeting with the Labor Commissioner to conduct fact-finding and to facilitate resolution of the grievance through mediation. In the event that the grievance is not resolved, at either party's request, the mediator shall provide a written recommendation or opinion as to the issue presented.
- **Step 4 — Labor Board:** If after the Mediation Step, the grievance is not settled, the Union may, within ten (10) working days after receipt of the Labor Commissioner's opinion or recommendation request to proceed to the City's Labor Board. The decision of the Labor Board shall be final and binding on the Parties, their agents and the Employees in the bargaining unit.

➤ **Article 17 – Seniority**

- Section 3(d) Temporary Assignment to Crew Lead:
 - The Employer shall have the discretion to assign any Employee to take on the duties of a Crew Lead on a temporary (hourly, daily or weekly) basis. Employees who are actually assigned by a supervisor to temporary crew lead duties and who actually perform those duties shall receive a \$1.00 per hour increase in the Employee's straight time rate.

➤ **Article 19 - Wages**

- Employees shall receive a 2.5% step increase each year up to Step 20 on the pay scale effective from the date of the Employee's anniversary. Employees who have completed 20 years employment with DPW shall receive a 2.5% step increase in FY 2025, and receive the step increase every other year until year 30 thereafter.
- Employees shall receive a 2.5% annual adjustment each year through the end of the contract.

➤ **Article 20 – Annual Leave**

- All Regular full-time and part-time Employees will earn one week of Annual Leave upon satisfactory completion of six (6) months of City Employment. Thereafter employees will earn and accrue Annual Leave at the rates below:

Less than Five Years:	10 days
5 years but less than 10 years:	15 days
10 years but less than 11 years:	16 days
11 years but less than 12 years:	17 days
12 years but less than 13 years:	18 days
13 years but less than 14 years:	19 days
14 years but less than 15 years:	20 days
15 years but less than 16 years:	21 days
16 years but less than 17 years:	22 days
17 years but less than 18 years:	23 days
18 years but less than 19 years:	24 days
19 years or more:	25 days

Full-time Employees may accumulate 320 hours of Annual Leave days.

- Employees who become ill while on scheduled Annual or Personal Leave may request to change the initial approved leave from Annual or Personal Leave to Sick Leave. The request must be submitted in writing, within 24 hours of returning from leave and be accompanied by written documentation from a health care provider.

➤ **Article 21 - Retirement Plan**

- The City shall continue to operate the City of Laurel Retirement Plan, subject to changes in the plan required by Federal and State laws and regulations which shall be made as required.

➤ **Article 23 - Personal Leave**

- Personal Leave is a form of paid leave intended to allow Employees periods of time to conduct personal business. Full-time Employees shall be entitled to 26 hours of Personal Leave per year. Employees may carry over up to 10 hours of unused Personal Leave each year of the contract.

➤ **Article 24 – Compensatory Leave**

- Employees have the right to receive overtime compensation in the form of Compensatory Leave at the rate of one- and one-half times the number of hours

worked in an overtime status in lieu of paid overtime.

- An Employee may accrue at any given time up to a total of 60 hours of unused Compensatory Leave and carry over this amount from one year to another. Any Compensatory Leave accrued in excess of 60 hours shall be paid overtime in the pay period worked.

➤ **Article 25 – Sick Leave**

- Eligible Employees will earn and accrue Sick Leave with each pay period, prorated to weeks of employment, as indicated:

35-hour full-time employees: 3.24 hours per pay period - 12 (7-hr) days per year

40-hour full-time employees: 3.70 hours per pay period - 12 (8-hr) days per year

➤ **Article 28 – On Call and Call in Pay**

○ Section 1 – On Call

- “On Call” assignments are weekly (Friday to Friday) Project Inspectors shall be on a two week “On Call” assignment. Employees who are “On Call” shall be paid 4 hours of pay at their straight time rate for each designation of “On Call” status. Such 4 hours of pay shall be considered as time worked.

○ Section 2 – Call In

- Any Employee who is called into work other than on that Employee’s scheduled shift and who actually reports to work on the time required, shall receive a minimum guarantee of 2 hours of pay at the Employee’s regular overtime rate and 2 hours of Compensatory Leave, Employees shall be paid for hours worked in the Call In at overtime rates.

➤ **Article 29 – Healthcare Benefits**

- The City will continue to provide health insurance benefits to Employees and Employees will contribute to the cost of these benefits, in accordance with City policy.
- Cost sharing percentage for medial, prescription, dental, and vision benefits will be 80% for the City and 20% for the City throughout the duration of this agreement.

➤ **Additional Benefits**

- 12 Paid Holidays per year
- Short and Long-Term Disability Insurance
- Worker's Compensation Insurance
- Life Insurance and Accidental Death and Dismemberment
- Deferred Compensation Plan
- Roth IRA
- Supplemental Health Insurance
- Supplemental Life Insurance
- Federal Credit Union membership
- Legal Assistance Plan available
- Employee Assistance Program available
- Educational Assistance program available